



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PURCHASE BUREAU
33 WEST STATE STREET
PO Box 230
TRENTON, NEW JERSEY 08625-0230

NOTICE OF AWARD (NOA)

FOR

**Slope Mower, Self-Leveling, 27 Deg. Slope 72"
Rear-Discharge, 30 HP Diesel with ROPS
(T-2193)**

Bid Number: 04-X-35962

Date Issued: 8/6/04

Using Agency

State of New Jersey
Cooperative Purchasing Members

This NOA consists of the following:

1. Original request for proposal (RFP) specifications
2. Information inserted in the above (as provided in the bid proposal by the contractors)
3. Vendor information sheet
4. Contract items by vendor
5. Contract items by price lines (in numerical order)

Note:

For information pertinent to this contract and all other New Jersey motor vehicle contracts (both road and off-road vehicles), visit the motor vehicle contracts website at the following address (lowercase):
<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>

SPECIFICATIONS

FOR

Slope Mower, Self-Leveling, 27 Deg. Slope 72" Rear-Discharge, 30 HP Diesel with ROPS (T-2193)

Bid Number: 04-X-35962

SPECIFICATIONS

FOR

**SLOPE MOWER, SELF-LEVELING, 27 DEGREE SLOPE CAPACITY,
72 IN. REAR-DISCHARGE, 30 HP DIESEL WITH ROPS**

(TERM CONTRACT T-2193)

MAY 2003

REVISED: AUGUST 2004

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12.1 SLOPE MOWER, SELF-LEVELING, 27 DEGREE SLOPE CAPACITY, 72 IN.
REAR-DISCHARGE, 30 HP DIESEL WITH ROPS
(PRICE LINE 1)

MAKE: HUSTLER
MODEL: 6400

12.2 OPTION: ONE SET OF PARTS, SERVICE AND O&M MANUALS
(PRICE LINE 2)

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7.0 DEFINITIONS, PURPOSE AND INTENT, AND SCOPE OF WORK

7.1 DEFINITIONS:

THE FOLLOWING DEFINITIONS OF TERMS SHALL GOVERN THE CONSTRUCTION OF THIS RFP:

7.1.1 "RFP" (REQUEST FOR PROPOSAL) MEANS THIS RFP, WHICH INCLUDES THE COVER SHEET AND ITEMS 1.0 THROUGH 18.0 SHOWN IN THE TABLE OF CONTENTS.

7.1.2 "ADDENDA" MEANS WRITTEN OR GRAPHIC INSTRUMENTS ISSUED BY THE PURCHASE BUREAU, WHICH MODIFY OR CLARIFY THIS RFP.

7.1.3 "UNIT", "VEHICLE", OR "SLOPE MOWER" MEANS PRODUCTS AND SERVICES SPECIFIED IN THIS RFP FOR THE PROCUREMENT OF A NEW 2003 OR LATER MODEL YEAR SLOPE MOWER, SELF-LEVELING, 27 DEGREE SLOPE CAPACITY, 72 IN. REAR-DISCHARGE, 30 HP DIESEL WITH ROPS.

7.1.4 "BIDDER" MEANS A VENDOR FIRM, PERSON, PARTNERSHIP, CORPORATION OR JOINT VENTURE SUBMITTING A BID PROPOSAL IN RESPONSE TO THIS RFP FOR THE PURPOSE OF OBTAINING A STATE CONTRACT.

7.1.5 "AGENCY" MEANS ANY USER AUTHORIZED TO UTILIZE THE CONTRACT AWARDED AS A RESULT OF THIS RFP, SUCH AS ANY STATE AGENCY, QUASI-STATE AGENCY (NY/NJ PORT AUTHORITY, NJ TURNPIKE, ETC.) AND, IF EXTENDED BY THE CONTRACTOR, POLITICAL SUB-DIVISIONS, SUCH AS MUNICIPALITIES, COUNTIES, SCHOOL DISTRICTS, COUNTY AND STATE COLLEGES, VOLUNTEER FIRE DEPARTMENTS, FIRST AID SQUADS, RESCUE SQUADS AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION. THERE ARE MORE THAN ONE THOUSAND PARTICIPANTS IN THE COOPERATIVE PURCHASING PROGRAM. ONCE CONTRACT AWARD IS MADE, A NOTICE OF AWARD (NOA) WILL BE DISTRIBUTED TO AGENCIES AND UPLOADED TO THE PURCHASE BUREAU WEBSITE. VISIT THE VEHICLE WEBPAGE AT (LOWERCASE) www.state.nj.us/treasury/purchase/mvcontracts.htm

7.1.5.1 "STATE AGENCY" MEANS ANY DEPARTMENT OR AGENCY, WHICH IS A PART OF THE STATE GOVERNMENT, SUCH AS DEPARTMENT OF TRANSPORTATION, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DEPARTMENT OF CORRECTIONS, DEPARTMENT OF HUMAN SERVICES, DEPARTMENT OF TREASURY. FOR A COMPLETE LISTING OF ALL STATE AGENCIES, VISIT THE STATE WEBSITE AT (LOWERCASE) www.state.nj.us

7.1.5.2 "NON-STATE AGENCY" MEANS ANY USER AUTHORIZED TO UTILIZE THE STATE CONTRACT OTHER THAN THE STATE AGENCY. ANY QUASI-STATE AGENCY OR POLITICAL SUB-DIVISION IS A NON-STATE AGENCY.

7.1.5.3 "QUASI-STATE AGENCY" MEANS ANY AGENCY, COMMISSION, BOARD, AUTHORITY OR OTHER SUCH GOVERNMENT ENTITY, WHICH IS ESTABLISHED AND IS ALLOCATED TO A STATE DEPARTMENT OR ANY BI-STATE GOVERNMENTAL ENTITY OF WHICH THE STATE OF NEW JERSEY IS A MEMBER.

7.1.6 "ORDERING AGENCY" MEANS THE AGENCY ISSUING THE PURCHASE ORDER OR THE AGENCY SHOWN AS THE USING AGENCY IN THE PURCHASE ORDER (IN "SHIP TO" AND/OR "BILL TO" AREA). WHEN AN ORDERING AGENCY NEEDS TO INITIATE A PURCHASE, A PURCHASE ORDER WILL BE ISSUED TO THE CONTRACTOR BASED ON THE CONTRACT ESTABLISHED AS A RESULT OF THIS RFP. ONLY AFTER SUCCESSFUL COMPLETION, IN ACCORDANCE WITH THE CONTRACT, WILL PAYMENT BE MADE TO THE CONTRACTOR.

7.1.7 "DIRECTOR" MEANS THE DIRECTOR, DIVISION OF PURCHASE AND PROPERTY, DEPARTMENT OF TREASURY. BY STATUTORY AUTHORITY, THE DIRECTOR IS THE CONTRACTING OFFICER FOR THE STATE OF NEW JERSEY.

7.1.8 "BUYER" MEANS THE BUYER ASSIGNED THE PROCUREMENT PROJECT. THE COVER SHEET OF THE RFP LISTS THE BUYER'S NAME AND TELEPHONE NUMBER.

7.1.9 "CONTRACTOR" MEANS THE SUCCESSFUL BIDDER THAT IS AWARDED A CONTRACT BY THE STATE TO PROVIDE THE UNIT SPECIFIED IN THIS RFP.

7.1.10 "CONTRACT" OR "TERM CONTRACT" MEANS THE CONTRACT AWARDED TO THE SUCCESSFUL BIDDER AS A RESULT OF THIS RFP. THE CONTRACT INCLUDES THIS RFP, ANY ADDENDA TO THIS RFP, AND THE CONTRACTOR'S BID PROPOSAL.

7.2 PURPOSE AND INTENT:

IT IS THE PURPOSE OF THIS RFP TO SOLICIT BID PROPOSALS FOR THE PURCHASE OF NEW 2003 OR LATER MODEL YEAR SPECIFIED UNITS. THE INTENT IS TO CONTRACT WITH THE SUCCESSFUL RESPONSIVE AND RESPONSIBLE BIDDER AS EXPLAINED IN "BID EVALUATION AND CONTRACT AWARD" (ITEM 14.0).

7.3 SCOPE OF WORK:

THIS RFP HAS BEEN DEVELOPED TO ESTABLISH A TERM CONTRACT TO PROCURE THE SPECIFIED UNITS AS A SERVICE TO COOPERATIVE PURCHASING PARTICIPANTS. IT IS STRONGLY ANTICIPATED THAT THE DEPARTMENT OF

ENVIRONMENTAL PROTECTION (DEP) WILL PURCHASE TWO (2) UNITS.

TOTAL AMOUNT OF ALL CONTRACT PURCHASES DURING THE CONTRACT TERM LISTED ON THE COVER SHEET OF THIS RFP (SHOWN AT THE TOP OF THE COVER SHEET) IS ONLY AN ESTIMATE. THE STATE MAKES NO REPRESENTATION AND PROVIDES NO GUARANTEE AS TO THE MINIMUM, AVERAGE OR MAXIMUM VOLUME OF PURCHASE FOR THIS TERM CONTRACT. THE STATE, HOWEVER, RESERVES THE RIGHT TO BID FOR ANY SPECIFIC LARGE VOLUME PURCHASES DURING THE TERM OF THIS CONTRACT.

8.0 BACKGROUND

8.1 THIS IS THE FIRST TIME THAT AN RFP HAS BEEN DEVELOPED TO ESTABLISH A TERM CONTRACT FOR THE SPECIFIED UNIT.

9.0 METHOD OF BIDDING

9.1 THERE ARE TWO PRICE LINES (SEE THE PRICE SHEET ATTACHED AT THE END OF THE RFP), WHICH ARE GROUPED TO CREATE A SINGLE AWARD. A BIDDER MUST BID ON BOTH PRICE LINE ITEMS TO BE A QUALIFIED BIDDER.

9.2 A BIDDER SHALL BID FIXED PRICES ON ALL PRICE LINES.

9.3 THE UNIT IS SPECIFIED IN TWO PARTS: GENERAL SPECIFICATIONS (11.0) AND TECHNICAL SPECIFICATIONS (12.0). THUS, PRICE(S) BID FOR THE SPECIFIED UNIT SHALL INCLUDE, AMONG OTHER ITEMS (DELIVERY, INSPECTION, ETC.), COSTS OF GENERAL SPECIFICATIONS AND TECHNICAL SPECIFICATIONS.

9.4 PRICE LINES ARE GROUPED FOR BID EVALUATION PURPOSES ONLY. AGENCIES WILL BE ABLE TO PURCHASE PRICE LINE 1 ITEM ONLY, OR PRICE LINE 1 ITEM WITH OPTIONAL ITEM LISTED ON PRICE LINE 2.

9.5 PRICES BID MUST BE LEGIBLE. ANY ALTERATION OR APPEARANCE OF ALTERATION MUST BE INITIALED BY THE AUTHORIZED PERSON. ANY MISSING OR ILLEGIBLE PRICE, OR PRICE CORRECTION OR APPEARANCE OF PRICE ALTERATION WITHOUT BIDDER'S QUALIFYING INITIALS SHALL CAUSE THE BID TO BE DISQUALIFIED FOR THAT PRICE LINE ITEM AND, IN TURN, THE GROUP THAT PRICE LINE ITEM IS PART OF.

9.6 IN A SITUATION OF CONFLICTING UNIT PRICE AND TOTAL PRICE BID, THE UNIT PRICE SHALL PREVAIL.

9.7 NOTE: THE BIDDER IS ADVISED TO INITIAL PRICES BID REGARDLESS OF PRICE ALTERATION, TO AVOID BID REJECTION DUE TO CAUSES MENTIONED IN REQUIREMENT 5.0 ON COVER PAGE OF THIS RFP, INCLUDING, BUT NOT LIMITED TO, APPEARANCE OF ALTERATION.

9.8 QUANTITY (THIRD COLUMN-"QUANTITY") SHOWN ON EACH PRICE LINE ON THE PRICE SHEETS IS FOR BID EVALUATION PURPOSES ONLY. (SEE 7.3)

9.9 I M P O R T A N T N O T E: THE BIDDER MUST PROVIDE COMPLETE INFORMATION ON THE UNIT OFFERED, AS REQUIRED ON THE PRICE LINE AND THROUGHOUT THIS RFP, AND SUBMIT THE REQUIRED LITERATURE FOR THAT UNIT. IF A BIDDER IDENTIFIES THE UNIT OFFERED BY DENOTING MAKE, MODEL AND MODEL YEAR, AS REQUIRED ON THE PRICE LINE, BUT DOES NOT PROVIDE THE REQUIRED LITERATURE, OR PROVIDES THE REQUIRED LITERATURE, BUT DOES NOT IDENTIFY THE UNIT OFFERED, THE STATE RESERVES THE RIGHT TO REQUEST ALL INFORMATION NECESSARY TO EVALUATE THE BID FROM THE BIDDER. THE BIDDER MUST RESPOND TO SUCH REQUEST WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME THE BIDDER IS NOTIFIED. IF THE INFORMATION REQUESTED IS NOT RECEIVED WITHIN TWENTY-FOUR (24) HOURS, THE BID PROPOSAL WILL BE REJECTED. A BID PROPOSAL WHICH DOES NOT IDENTIFY THE UNIT BID AND DOES NOT INCLUDE THE REQUIRED LITERATURE SHALL BE REJECTED.

9.10 LITERATURE: THE BIDDER IS REQUIRED TO SUBMIT TWO COMPLETE COPIES; ONE ORIGINAL AND ONE COPY, OF ITS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, I.E., WARRANTY, ILLUSTRATED LITERATURE, SPECIFICATIONS SHEETS, AND ALL OTHER NECESSARY DATA ON THE UNIT IT PROPOSES TO FURNISH. ALL ATTACHMENTS SUBMITTED SHALL BE PROPERLY LABELED, SHOWING THE BIDDER'S NAME AND THE BID NUMBER.

9.11 I M P O R T A N T N O T E: THE BIDDER IS STRONGLY ADVISED NOT TO TAKE ANY DEVIATIONS OR SUBSTITUTIONS. ANY MATERIAL DEVIATIONS SHALL RESULT IN REJECTION OF THE BID PROPOSAL AS NON-RESPONSIVE.

9.12 ALL DEVIATIONS OR SUBSTITUTIONS SHALL BE NEATLY PRINTED OR TYPED. IF NO DEVIATIONS OR SUBSTITUTIONS ARE TAKEN, THE WORD "NONE" SHALL BE NEATLY PRINTED OR TYPED IN THE SPACE PROVIDED. IN THE EVENT NO DEVIATIONS OR SUBSTITUTIONS ARE NOTED, IT WILL BE CONCLUDED THAT THE STATE WILL RECEIVE EXACTLY WHAT THE SPECIFICATIONS STIPULATE.

9.13 IF THE BIDDER TAKES ANY DEVIATION OR PROVIDES ANY SUBSTITUTIONS, THE BIDDER WILL MAKE MODIFICATIONS TO THE DESCRIPTIVE LITERATURE INCLUDED WITH THE BID PROPOSAL AND LIST THOSE MODIFICATIONS IN THE CORRESPONDING SPACES OF THE BID PROPOSAL. FAILURE TO DO SO WILL MEAN THE BIDDER INTENDS TO SUPPLY THE PARTICULAR ITEM AS SPECIFIED IN THE RFP.

9.14 IT IS THE RESPONSIBILITY OF THE BIDDER, WHEN OFFERING A SUBSTITUTE, TO FURNISH PROOF VIA MANUFACTURER'S DRAWING, BLUEPRINTS, SPECIFICATIONS, CERTIFICATIONS, ETC., THAT SUCH IS EQUAL OR SUPERIOR TO THE UNIT SPECIFIED. NO DEVIATIONS OR SUBSTITUTIONS WILL BE PERMITTED AFTER RECEIPT OF THE BID PROPOSAL.

9.15 THE STATE RESERVES THE RIGHT TO DISAPPROVE ANY DEVIATION OR SUBSTITUTION THAT IS DEEMED NOT TO BE AN EQUAL.

9.16 THE FIRST PAGE (FACE) OF THIS RFP MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. IF THE BIDDER IS A LIMITED PARTNERSHIP, THE BID MUST BE SIGNED BY A GENERAL PARTNER. IF THE BIDDER IS A JOINT VENTURE, THE BID MUST BE SIGNED BY A PRINCIPAL OF EACH PARTY TO THE JOINT VENTURE. FAILURE TO COMPLY SHALL RESULT IN THE REJECTION OF THE BID.

9.17 RESERVED.

9.18 BIDDERS ARE REQUESTED TO SUBMIT ALL QUESTIONS CONCERNING THIS RFP IN WRITING OR FAX TO REACH THE BUYER NOTED ON THE COVER SHEET NO LATER THAN SEVEN (7) WORKING DAYS PRIOR TO BID OPENING. FAX NUMBER IS 609-292-0490 (ALT: 609-984-0752). QUESTIONS RECEIVED AFTER THIS DATE WILL NOT BE HONORED.

9.19 IN THE EVENT IT BECOMES NECESSARY TO REVISE, MODIFY, CLARIFY OR OTHERWISE ALTER THIS RFP, REVISIONS WILL BE MADE IN THE FORM OF AN ADDENDUM TO THIS RFP.

9.20 PRIOR TO CONTRACT AWARD, BIDDERS ARE NOT TO CONTACT ANY AGENCY CONCERNING THIS RFP. THE ONLY INDIVIDUAL THAT CAN BE CONTACTED IS THE BUYER NOTED ON THE COVER SHEET.

9.21 NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, INCLUDING THE COOPERATIVE PURCHASING FORM INCLUDED IN THIS RFP (PBCOP1, REV 8/96), ANY CONTRACT RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO QUASI-STATE AGENCIES, AS DEFINED IN NJSA 52:27B-56.1. BIDDERS SHOULD NOTE THAT ALL OTHER NON-STATE AGENCIES WILL BE PRECLUDED FROM USING ANY CONTRACTS RESULTING FROM THIS RFP IF THE BIDDER DOES NOT AGREE IN ITS BID PROPOSAL TO EXTEND THE CONTRACT TO THESE ENTITIES.

9.22 IN ORDER TO BE CONSIDERED FOR AN AWARD, BID PROPOSALS MUST ARRIVE AT THE PURCHASE BUREAU (EXACTLY AS ADDRESSED ON THE YELLOW ENVELOPE SENT WITH THE RFP) ON OR BEFORE THE DATE AND TIME SPECIFIED ON THE COVER SHEET OF THIS RFP. BIDDERS SHOULD ANTICIPATE POTENTIAL DELIVERY DELAYS BY ALLOWING ADEQUATE TIME FOR HAND, POSTAL, COURIER OR OTHER DELIVERY SERVICE.

9.23 BID PROPOSALS NOT RECEIVED BY THE STATED BID OPENING DATE AND TIME WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER.

9.24 IT IS THE RESPONSIBILITY OF THE BIDDER TO CLEARLY AND PROPERLY IDENTIFY AND LABEL THE BID PROPOSAL TO AID THE STATE IN PROPERLY HANDLING THE BID. THE EXTERIOR OF THE BID PROPOSAL SUBMISSION PACKAGE SHALL BE CLEARLY LABELED WITH THE SOLICITATION NUMBER, AND THE BID OPENING DATE.

9.25 BID PROPOSALS MAY BE WITHDRAWN, MODIFIED, AND RE-SUBMITTED PRIOR TO BID OPENING. MODIFICATIONS SUBMITTED IN ANY OTHER MANNER WILL NOT BE CONSIDERED. NO BID PROPOSAL CAN BE WITHDRAWN AFTER THE BID OPENING WITHOUT THE STATE'S APPROVAL TO DO SO. THE STATE MAY SUBJECT A BIDDER

REQUESTING BID WITHDRAWAL AFTER BID OPENING TO PENALTY FOR ANY DAMAGES INCURRED BY THE STATE FOR PROCESSING AND EVALUATING THE BID PROPOSAL. (SEE 10.4.1)

9.26 ALL BID PROPOSALS AND SUPPORTING MATERIALS AS WELL AS CORRESPONDENCE RELATING TO THE RFP BECOME THE PROPERTY OF THE STATE UPON RECEIPT AND BECOME A PUBLIC RECORD, NOTWITHSTANDING ANY DISCLAIMER BY THE BIDDER IN THE BID PROPOSAL.

10.0 ADDITIONAL TERMS AND CONDITIONS & BIDDER'S INFORMATION

10.1 THE BIDDER MUST BE ABLE TO CERTIFY THAT IT IS A FRANCHISED AND/OR AUTHORIZED FACTORY REPRESENTATIVE AND IS ABLE TO FURNISH THE SPECIFIED UNIT. THE STATE RESERVES THE RIGHT TO REQUIRE THAT SUCH CERTIFICATION BE DELIVERED WITHIN FIVE (5) WORKING DAYS FROM THE TIME IT IS REQUESTED.

10.2 THE BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:

10.2.1 NAME, ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS OF THEIR AUTHORIZED REPRESENTATIVE(S):

TERRY STONER
POWER PRO EQUIPMENT
780 EAST MAIN STREET
NEW HOLLAND, PA 17557

PHONE: 610-395-6499 FAX: 610-395-6692

FRANK NUSS
EXCEL INDUSTRIES INC.
PO BOX 7000
HESSTON, KS 67062-2097

PHONE: 908-202-9957 FAX: 856-223-9499

10.2.2 HAS THE BIDDER, ITS PARENT COMPANY OR ANY OF ITS SUBSIDIARIES OR RELATED COMPANIES EVER RECEIVED A FINE OR OTHER ACTION OF A DISCIPLINARY NATURE FROM THE VEHICLE MANUFACTURER REPRESENTED BY THE BIDDER IN THIS BID?

NO

IF YES, PLEASE EXPLAIN IN DETAIL AND INCLUDE THE EXPLANATION WITH THE BID PROPOSAL.

10.2.3 HAS THE BIDDER, ITS PARENT COMPANY OR ANY OF ITS SUBSIDIARIES OR RELATED COMPANIES EVER BEEN THE SUBJECT OF A CLAIM BY A PUBLIC ENTITY FOR VIOLATIONS OF ANY CONTRACT PROVISION, INCLUDING PRICE?

NO

IF YES, PLEASE EXPLAIN IN DETAIL AND INCLUDE THE EXPLANATION WITH THE BID PROPOSAL.

10.3 MANUFACTURER'S CERTIFICATE:

DEALERS OR AGENTS SUBMITTING A BID PROPOSAL MAY BE REQUIRED TO SUBMIT A LETTER OF CERTIFICATION FROM THE MANUFACTURER WHOSE PRODUCT IS BID, CERTIFYING THAT THE BIDDER IS AUTHORIZED BY THE MANUFACTURER TO BID THE UNIT SPECIFIED. IT WILL BE THE RESPONSIBILITY OF THE MANUFACTURER TO NOTIFY THE STATE OF NEW JERSEY OF ANY CHANGES IN THE STATUS OF THE BIDDER FRANCHISE.

10.4 NO BID SECURITY IS REQUIRED FOR THIS RFP.

10.4.1 BY SUBMITTING A BID PROPOSAL, THE BIDDER COVENANTS AND AGREES THAT IT HAS SATISFIED ITSELF, FROM ITS OWN INVESTIGATION OF THE CONDITIONS TO BE MET, THAT IT FULLY UNDERSTANDS ITS OBLIGATION AND THAT IT WILL NOT MAKE ANY CLAIM FOR, OR HAVE ANY RIGHT TO CANCELLATION OR RELIEF, WITHOUT PENALTY, BECAUSE OF ANY MISUNDERSTANDING.

10.5 THE UNIT OUTLINED IN THIS SPECIFICATION IS FOR A STANDARD MANUFACTURER'S PRODUCT LINE AVAILABLE TO THE GENERAL PUBLIC. THIS RFP IS INTENDED TO BE NON-RESTRICTIVE TO ALLOW BIDDERS TO BID ANY UNIT MAKE, WHICH IS EQUAL IN PERFORMANCE TO THE ONE SPECIFIED HEREIN.

10.6 A BIDDER SHALL PROVIDE A NEW UNIT ONLY. NO USED UNIT IS ACCEPTABLE.

10.7 THIS RFP IS FOR THE OUTRIGHT PURCHASE OF THE CONTRACT UNIT ONLY; LEASING OF THE CONTRACT UNIT OR TRADE-IN AGAINST THE PURCHASE OF THE CONTRACT UNIT IS NOT PERMITTED.

10.8 THE BIDDER SHALL ENSURE THAT THE MANUFACTURER WHOSE PRODUCT IS BID HAS A SERVICING DEALER OR SERVICE LOCATION WITHIN A REASONABLE DISTANCE FROM TRENTON, NJ, DEEMED REASONABLE BY THE STATE, FOR WARRANTY SERVICE AND/OR REPAIR. THE SERVICING DEALER OR LOCATION MUST BE EQUIPPED WITH AND ABLE TO DELIVER NEW SPARE PARTS WITHIN TWENTY-FOUR (24) HOURS.

10.9 ALL COMPONENTS OF EACH UNIT SUPPLIED UNDER THE CONTRACT ESTABLISHED BASED ON THIS RFP SHALL BE IDENTICAL, I.E., ALTERNATORS, FILTERS, DISTRIBUTORS, ETC.

10.10 SUBCONTRACTING IS PERMITTED. ANY INTENT TO SUBCONTRACT MUST BE DESCRIBED IN 10.10.5 WITH A LIST OF SUBCONTRACTOR(S), OTHER THAN THE PRIME UNIT MANUFACTURER, WHO WILL SUPPLY OR INSTALL ALL AFTERMARKET OPTIONS REQUIRED. IF THE BIDDER IS A DEALER OR DISTRIBUTOR FOR THE AFTERMARKET EQUIPMENT, THE BIDDER MUST SO STATE IN

10.10.5 AND WILL BE SOLELY RESPONSIBLE FOR THE EQUIPMENT, INSTALLATION AND WARRANTY. IF A BID PROPOSAL DOES NOT PROVIDE A SUBCONTRACTOR(S)' LIST AND/OR DEALER DECLARATION, THE STATE RESERVES THE RIGHT TO REQUEST SUCH INFORMATION FROM THE BIDDER. THE BIDDER MUST RESPOND TO SUCH REQUEST WITHIN TWENTY-FOUR (24) HOURS. IF THE INFORMATION REQUESTED IS NOT RECEIVED WITHIN TWENTY-FOUR (24) HOURS, THE BID PROPOSAL SHALL BE REJECTED.

10.10.1 THE CONTRACTOR IS RESPONSIBLE FOR ASSURING SUBCONTRACTOR(S)' COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS RFP. THE CONTRACTOR WILL ASSUME SOLE RESPONSIBILITY FOR ANY PAYMENTS DUE THE SUBCONTRACTOR(S). NOTHING CONTAINED IN THE RFP SHALL BE CONSTRUED AS CREATING ANY CONTRACTUAL RELATIONSHIP BETWEEN ANY SUBCONTRACTOR(S) AND THE STATE.

10.10.2 THE STATE RESERVES THE RIGHT TO APPROVE THE USE OF SUBCONTRACTOR(S) AND ALL CONTRACTUAL AGREEMENTS BETWEEN THE CONTRACTOR AND THE SUBCONTRACTOR(S).

10.10.3 IF A CONTRACTOR DESIRES TO SUBSTITUTE ANY SUBCONTRACTOR(S) LISTED IN THE BID PROPOSAL, THE CONTRACTOR WILL SO NOTIFY THE STATE AND PROVIDE THE REQUIRED INFORMATION ON THE PROPOSED SUBCONTRACTOR(S). THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSED SUBSTITUTE SUBCONTRACTOR(S).

10.10.4 THE STATE RESERVES THE RIGHT TO DEMAND THE SAME INFORMATION ON ANY SUBCONTRACTOR(S) AS IS REQUIRED FROM THE BIDDER UNDER THIS RFP.

10.10.5 LIST OF SUBCONTRACTORS:

NAME, ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS OF SUBCONTRACTOR(S):

NONE.

10.11 THROUGH 10.15 RESERVED.

10.16 POST-ORDER PRE-PRODUCTION MEETING AND INSPECTIONS:

10.16.1 THE CONTRACTOR SHALL COORDINATE AND ATTEND A POST-ORDER PRE-PRODUCTION MEETING, IF REQUIRED BY THE ORDERING AGENCY, AT A LOCATION CONVENIENT TO THE ORDERING AGENCY, TO PROVIDE ALL NECESSARY INFORMATION PRIOR TO BUILDING ANY PROTOTYPE UNIT OR SCHEDULING THE PRODUCTION.

10.16.2 ONLY AFTER THE POST-ORDER MEETING, IF REQUIRED BY THE ORDERING AGENCY, AND SUBSEQUENT APPROVAL FROM THE ORDERING AGENCY SHALL THE CONTRACTOR BEGIN THE PRODUCTION.

10.16.3 THE CONTRACTOR SHALL COORDINATE WITH THE ORDERING AGENCY FOR A PRE-PAINT INSPECTION FOR EACH UNIT ORDERED, IF REQUIRED BY THE

ORDERING AGENCY.

10.16.4 THE ORDERING AGENCY RESERVES THE RIGHT TO INSPECT THE UNIT AT THE CONTRACTOR'S FACILITY OR REQUIRE THAT THE UNIT BE AVAILABLE FOR INSPECTION AT THE AGENCY SITE. IF, DURING INSPECTION AT THE AGENCY SITE, IT BECOMES APPARENT THAT CORRECTIONS/ALTERATIONS HAVE TO BE MADE TO THE UNIT TO COMPLY WITH THE CONTRACT SPECIFICATIONS WHICH CANNOT BE ACCOMPLISHED AT THE ORDERING AGENCY FACILITY, THE UNIT WILL BE REJECTED AND THE CONTRACTOR MUST TRANSPORT THE UNIT TO ITS FACILITY AT NO EXPENSE TO THE AGENCY. AFTER THE UNIT IS BROUGHT UP TO THE CONTRACT SPECIFICATIONS, IT WILL BE DELIVERED BACK TO THE ORDERING AGENCY FOR RE-INSPECTION AT THE EXPENSE OF THE CONTRACTOR. FOR FURTHER PRE-ACCEPTANCE REQUIREMENTS, REFER TO ITEM 13.4 AND 13.5 (13.0 - SPECIAL CONTRACTUAL TERMS AND CONDITIONS).

10.16.5 FOR ALL INSPECTIONS PERFORMED AT THE CONTRACTOR'S SITE, THE CONTRACTOR MUST PROVIDE A BAY IN THE REPAIR SHOP TO FACILITATE THE INSPECTION OF THE UNIT.

10.16.6 THE FINAL INSPECTION AND ACCEPTANCE OF THE UNIT SHALL BE AT THE ORDERING AGENCY.

10.17 BRAND NAMES: BRAND NAMES HAVE BEEN KEPT TO A MINIMUM IN THIS RFP; BUT IF A BRAND NAME IS GIVEN, UNLESS SPECIFIED OTHERWISE, THE TERM "OR APPROVED EQUAL" IS CONSIDERED TO FOLLOW THE BRAND NAME. WHEREVER A BRAND NAME IS USED, IT IS MEANT TO DENOTE THE MINIMUM LEVEL OF QUALITY AND PERFORMANCE. ANY ITEM SUPPLIED AS AN "EQUAL" MUST BE APPROVED BY THE STATE DURING THE BID EVALUATION AND PRIOR TO AN AWARD. IT SHOULD BE UNDERSTOOD THAT SPECIFYING A BRAND NAME, COMPONENTS OR EQUIPMENT IN THIS SPECIFICATION SHALL NOT RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITY TO PRODUCE THE VEHICLE IN ACCORDANCE WITH THE PERFORMANCE WARRANTY AND CONTRACTUAL REQUIREMENTS, INDUSTRY STANDARDS AND PRACTICES, FEDERAL AND NEW JERSEY SAFETY STANDARDS AND REGULATIONS, SOCIETY OF AUTOMOTIVE ENGINEERS (SAE) STANDARDS AND OTHER APPLICABLE STANDARDS.

10.18 THE BIDDER IS REQUIRED TO HAVE, AND MAINTAIN THROUGHOUT THE CONTRACT TERM AND ANY EXTENSIONS(S) THEREOF, A SERVICE LOCATION RESPONSIBLE FOR DELIVERY, INSPECTION(S) AND SERVICING OF THE CONTRACT UNITS WITHIN A REASONABLE DISTANCE FROM TRENTON, NEW JERSEY, DEEMED REASONABLE BY THE STATE. BIDDERS MAY USE A SUBCONTRACTOR'S LOCATION TO SATISFY THIS REQUIREMENT, PROVIDED SUCH DISCLOSURE IS MADE IN THE BID PROPOSAL. AS STATED IN 10.10, ANY USE OF SUBCONTRACTOR(S) SHALL NOT RELIEVE THE CONTRACTOR FROM ITS OBLIGATIONS UNDER THE CONTRACT ESTABLISHED AS A RESULT OF THIS RFP.

10.19 THE STATE RESERVES THE RIGHT TO INSPECT THE BIDDER'S AND/OR SUBCONTRACTOR(S)' FACILITY. THIS PROVISION APPLIES DURING THE EVALUATION PERIOD, THE CONTRACT TERM AND ANY EXTENSION(S) THEREOF.

10.20 RESERVED.

10.21 MANDATORY REQUIREMENT - PAST PERFORMANCE:

BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION:

10.21.1 PREVIOUS SATISFACTORY CUSTOMER SERVICE:

INFORMATION PROVIDED BY THE CONTRACTOR IS ON FILE, WHICH WILL BE MADE AVAILABLE UPON REQUEST.

10.21.2 TERMINATED CONTRACTS:

THE BIDDER SHALL PROVIDE A LIST OF CONTRACTS TERMINATED, IF ANY, DURING THE LAST THREE YEARS ALONG WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. LIST NAME OF CUSTOMER CONTACT PERSON AND PHONE NUMBER.

NOTE: "TERMINATED CONTRACT(S)" IS A RESULT OF CONTRACT CANCELLATIONS DUE TO POOR PERFORMANCE, CONTRACT NON-COMPLIANCE, SUSPENSIONS, DEBARMENTS, ARRESTS, CRIMINAL ACTIVITIES, ETC. THAT RESULTED IN LOSING A CONTRACT BEFORE THE CONTRACT EXPIRED.

NONE.

11.0 GENERAL SPECIFICATIONS

11.1 I M P O R T A N T N O T E: EACH UNIT AND ITS COMPONENTS SHALL BE COMPLETELY ASSEMBLED, SERVICED AND READY FOR USE WHEN DELIVERED TO THE ORDERING AGENCY. UNLESS SPECIFIED OTHERWISE; ANY PARTS, COMPONENTS, EQUIPMENT, CONTROLS, MATERIALS, FEATURES, PERFORMANCES, CAPACITIES, RATINGS OR DESIGNS WHICH ARE STANDARD AND/OR NECESSARY TO FORM AN EFFICIENT AND COMPLETE WORKING UNIT SHALL BE FURNISHED WHETHER SPECIFICALLY REQUIRED HEREIN OR NOT. ANY ITEM NOT SPECIFIED HEREIN BUT DEEMED NECESSARY FOR THE APPLICATION SHALL BE SUPPLIED AND SHALL MEET THE INDUSTRY STANDARDS AND PRACTICES, FEDERAL AND NEW JERSEY SAFETY STANDARDS AND REGULATIONS, AND SAE AND OTHER APPLICABLE STANDARDS.

11.2 RESERVED.

11.3 FINISH: THE UNIT AND ALL ITS COMPONENTS ARE TO BE CLEANED AND PAINTED WITH MANUFACTURER'S STANDARD LEAD-FREE PAINT COLOR. ALL PAINT TO BE SAME SHADE.

11.4 WEIGHT:

NOTE: BIDDERS WILL SUPPLY THE FOLLOWING INFORMATION WITH THE BID PROPOSAL. FAILURE TO PROVIDE THIS INFORMATION MAY DISQUALIFY THE BID.

ESTIMATED DRY WEIGHT OF THE FINISHED UNIT WITH ALL COMPONENTS
INSTALLED:

TOTAL-----3775 LBS.

11.5 MANUALS: IF AVAILABLE, THE CONTRACTOR SHALL SUPPLY ONE LINE SET SHEET FOR EACH UNIT. A UNIT SHALL COMPRISE EACH AND EVERY ASSEMBLY SYSTEM AND/OR COMPONENT. IN ADDITION TO ANY LINE SET SHEET, THE CONTRACTOR SHALL PROVIDE THE OPERATION AND MAINTENANCE MANUALS FOR EACH AND EVERY ASSEMBLY SYSTEM AND/OR COMPONENT THAT MAKES UP THE UNIT. THE CONTRACTOR SHALL ALSO INCLUDE ANY OTHER MANUALS THAT THE MANUFACTURERS PROVIDE AS THE STANDARD MANUALS.

EXAMPLES OF, BUT NOT NECESSARILY LIMITED TO, ASSEMBLY SYSTEM AND/OR COMPONENT INCLUDES:

- A) ENGINE
- B) DRIVE SYSTEM
- C) ELECTRICAL SYSTEM
- D) HYDRAULIC SYSTEM
- E) MOWER

THE MANUALS SHALL BE DELIVERED DIRECTLY TO THE ORDERING AGENCY, UPON DELIVERY OF THE FIRST UNIT. FAILURE TO SUPPLY THESE MANUALS SHALL HOLD UP PROCESSING OF INVOICES FOR PAYMENT.

NOTE: THESE MANUALS ARE REQUIRED AS A PART OF BASE UNIT PURCHASE (PRICE LINE 1) AND ARE NOT PART OF THE "OPTIONAL MANUALS" SPECIFIED IN 12.2.

11.6 TRAINING: COMPLETE INSTRUCTIONS ON THE OPERATION AND MAINTENANCE OF EACH UNIT AND A DEMONSTRATION ON THE OPERATION OF THE UNIT SHALL BE GIVEN BY THE CONTRACTOR, IF REQUESTED BY THE ORDERING AGENCY. TRAINING IS TO INCLUDE DRIVER TRAINING WITH INSTRUCTION ON PROPER OPERATION OF TRACTOR. BASIC PREVENTIVE MAINTENANCE OF THE TRACTOR TO ALSO BE INCLUDED IN THIS TRAINING SESSION. THIS DEMONSTRATION SHALL BE A FORMAL TRAINING SESSION AND SHALL BE ARRANGED WITH THE CONTRACTOR, CONDUCTED WITHIN TWO (2) WEEKS OF DELIVERY OF THE FIRST UNIT, AT THE CONVENIENCE OF THE ORDERING AGENCY. THE TRAINING SESSION SHALL BE CONDUCTED AT THE LOCATION OF DELIVERY OR AT ANY FIELD LOCATION, WITHIN THE STATE OF NEW JERSEY.

11.7 GUARANTEE/WARRANTY: THE CONTRACTOR MUST GUARANTEE THAT THE UNIT AND ALL ITS COMPONENT PARTS WILL COMPLY WITH THE CURRENT, APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) AND NEW JERSEY STATE MOTOR VEHICLE CODE REGULATIONS, PERFORMS THEIR FUNCTIONS ADEQUATELY, AND OPERATES SUCCESSFULLY WITHOUT UNDUE WEAR OR VIBRATION. THE CONTRACTOR AGREES TO IMMEDIATELY REPLACE AND INSTALL FREE OF CHARGE, ANY PART THAT MAY BREAK OR FAIL BY REASON OF DEFECTIVE MATERIAL OR WORKMANSHIP WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE BY THE AGENCY.

BIDDER SHALL INDICATE MANUFACTURER'S STANDARD WARRANTY:

1 YEAR FULL WARRANTY, 2 YEAR HYDRO WARRANTY

12.0 TECHNICAL SPECIFICATIONS

12.1 SLOPE MOWER, SELF-LEVELING, 27 DEGREE SLOPE CAPACITY, 72 IN. REAR-DISCHARGE, 30 HP DIESEL WITH ROPS (PRICE LINE 1)

12.1.1 A SLOPE MOWER, SELF-LEVELING, 27 DEGREE SLOPE CAPACITY, 72 IN.
REAR-DISCHARGE MOWER, 30 HP DIESEL, WITH ROPS, HUSTLER 6400 OR DEW-EZE
ATM-72LC OR APPROVED EQUAL, SHALL BE SUPPLIED.

12.1.2 GENERAL:

THE UNIT SHALL BE DESIGNED FOR TRACTION, STABILITY, SAFETY AND
PRODUCTIVITY WHILE MOWING ON UNEVEN AND RUTTED TERRAIN AND ON UP TO 27
DEGREE SLOPES, WITH OPERATOR'S PLATFORM AUTOMATICALLY LEVELED. THE
UNIT SHALL HAVE HYDROSTATIC DRIVE, POWER STEERING, HYDRAULIC LIFT AND
DYNAMIC BRAKING.

12.1.3 DIMENSIONS AND CAPACITIES:

OVERALL LENGTH (APPROX.)-----94" - 144"

OVERALL WIDTH (APPROX.)-----72" - 92"

OVERALL HEIGHT (APPROX.)-----84" - 94"

WEIGHT (APPROX.)-----2100 - 3100 LB.

FUEL SYSTEM-----11 GALLON

HYDRAULIC SYSTEM-----3.5 GALLON

DEVIATION OR SUBSTITUTION: WEIGHT 3775 LB.

12.1.4 MOWER:

THE UNIT TO HAVE 72 IN. REAR-DISCHARGE ROTARY OR FLAIL MOWING DECK(S).

CUTTING WIDTH-----69" - 72"

CUTTING HEIGHT-----ADJUSTABLE, 2" - 5" OR BETTER

SLOPE CAPABILITY-----27 DEGREES OR BETTER

DEVIATION OR SUBSTITUTION: NONE.

12.1.5 ENGINE:

THE UNIT SHALL BE EQUIPPED WITH LIQUID COOLED DIESEL ENGINE.

HORESPower-----30 HP

TORQUE-----61 FT. LB.

ELECTRICAL SYSTEM-----12-VOLT

ALTERNATOR-----30 AMP.

DEVIATION OR SUBSTITUTION: 38 HP KUBOTA DIESEL ENGINE.

12.1.6 TRACTION AND BRAKING:

THE UNIT SHALL HAVE HYDROSTATIC DRIVE AND DYNAMIC BRAKING. DRIVE TIRES TO HAVE ALL-TERRAIN TREAD.

GROUND SPEED-----0-8 MPH OR BETTER, INFINITELY VARIABLE

DEVIATION OR SUBSTITUTION: 6 WHEEL HYDROSTATIC DRIVE.

12.1.7 OPERATOR STATION:

THE UNIT SHALL BE EQUIPPED WITH ROPS. OPERATOR'S PLATFORM SHALL BE AUTOMATICALLY LEVELED WHILE MOWING ON SLOPED TERRAIN.

THE FOLLOWING CONTROLS AND SWITCHES SHALL BE PROVIDED:

STEERING, THROTTLE, IGNITION SWITCH, LIGHT SWITCH, PARKING BRAKE, SPEED, AND MOWING DECK LIFT.

THE FOLLOWING GAUGES/INDICATORS SHALL BE PROVIDED:

HOURLY METER, ENGINE OIL PRESSURE AND TEMPERATURE, AND FUEL GAUGE.

THE UNIT SHALL BE EQUIPPED WITH WORK AND HAZARD LIGHTS, AND OPERATOR SEAT BELT.

DEVIATION OR SUBSTITUTION: FOUR POST ROPS, ANSI CERTIFIED. ALSO, MANUALLY-OPERATED CAB SWAY FOR SAFETY.

12.2 OPTION: ONE SET OF PARTS, SERVICE AND O&M MANUALS

(PRICE LINE: 2)

12.2.1 OPTIONAL MANUALS: ONE SET OF PARTS, SERVICE AND OPERATION AND MAINTENANCE MANUALS FOR EACH AND EVERY ASSEMBLY SYSTEM AND/OR COMPONENT THAT MAKES UP THE UNIT SHALL BE PROVIDED AS FOLLOWS:

1 - SET OF PARTS MANUALS (ILLUSTRATIONS AND TEXT) BOUND OR WITH BINDERS, OR ON MICRO-FICHE IF UNAVAILABLE BOUND.

1 - SET OF COMPLETE SHOP REPAIR (FACTORY SERVICE) MANUALS BOUND OR WITH BINDERS OR ON MICRO-FICHE IF UNAVAILABLE BOUND.

1 - SET OF COMPLETE OPERATION & ROUTINE MAINTENANCE MANUALS

1 - SET OF TROUBLESHOOTING MANUALS FOR THE DIESEL ENGINE

EXAMPLES OF, BUT NOT NECESSARILY LIMITED TO, ASSEMBLY SYSTEM AND/OR COMPONENT INCLUDES:

- A) ENGINE
- B) DRIVE SYSTEM
- C) ELECTRICAL SYSTEM
- D) HYDRAULIC SYSTEM
- E) MOWER

THE MANUALS SHALL BE DELIVERED DIRECTLY TO THE ORDERING AGENCY, UPON DELIVERY OF THE FIRST UNIT. FAILURE TO SUPPLY THESE MANUALS SHALL HOLD UP PROCESSING OF INVOICES FOR PAYMENT.

13.0 SPECIAL CONTRACTUAL TERMS & CONDITIONS

13.0.1 NOTE: IN THE EVENT OF A MANUFACTURER'S PRICE DECREASE AND/OR MODEL REBATE DURING THE CONTRACT PERIOD, THE STATE WILL RECEIVE FULL BENEFIT OF SUCH PRICE REDUCTION ON ANY SUBSEQUENT ORDER PLACED DURING THE CONTRACT PERIOD, IN ACCORDANCE WITH 4.1 (PRICE FLUCTUATION DURING THE CONTRACT) OF THE STANDARD TERMS AND CONDITIONS. THE STATE RESERVES THE RIGHT TO REQUEST ANY INFORMATION ON PRICE CONCESSIONS, PRICE REDUCTIONS, MONETARY BENEFITS, REBATES OR ANY PROMOTIONAL PROGRAMS OFFERED BY THE MANUFACTURER, AND VERIFY THE INFORMATION PROVIDED BY THE CONTRACTOR WITH THE MANUFACTURER OR ANY THIRD PARTY ANY TIME DURING THE TERM OF THE CONTRACT. THE STATE MUST BE NOTIFIED, IN WRITING, OF ANY PRICE REDUCTION OR REBATE WITHIN FIVE (5) DAYS OF THE EFFECTIVE DATE.

13.1 PLACING ORDERS FOR CONTRACT UNITS:

13.1.1 I M P O R T A N T N O T E: THIS TERM CONTRACT PERMITS USERS

TO ORDER THE CONTRACT UNIT ONLY. ANY OPTION THAT IS NOT SPECIFIED IN THIS RFP IS NOT PERMITTED.

13.1.1.1 CONTRACTOR SHALL NOT SUBSTITUTE ANY ITEM (PART, COMPONENT, EQUIPMENT, FEATURE, ACCESSORY, MATERIAL, PERFORMANCE, CAPACITY, RATING, DESIGN OR CONTROL), WHICH IS A PART OF THE CONTRACT UNIT, WITHOUT WRITTEN AUTHORIZATION TO DO SO FROM THE BUYER NOTED ON THE COVER SHEET OF THIS RFP.

13.1.2 DURING THE CONTRACT PERIOD, NO CHANGE IS PERMITTED IN ANY TERMS OR CONDITIONS UNLESS THE CONTRACTOR RECEIVES WRITTEN APPROVAL FROM THE PURCHASE BUREAU.

13.1.3 NO DEALER'S ACCESSORIES OR OPTIONS SUCH AS EXTENDED WARRANTIES OR ANY OTHER PURCHASES, WHICH ARE NOT SPECIFIED IN THIS RFP, SHALL BE OFFERED.

13.1.4 TRADE-INS ARE NOT PERMITTED UNDER THE TERM CONTRACT ESTABLISHED AS A RESULT OF THIS RFP.

13.1.5 LEASING OF UNITS IS NOT PERMITTED UNDER THE TERM CONTRACT RESULTING FROM THIS RFP.

13.1.6 I M P O R T A N T N O T E: AN OFFER TO SELL NON-CONTRACT UNIT AGAINST TWO OR MORE PURCHASE ORDERS, ONE FOR THE CONTRACT UNIT AND ONE OR MORE FOR NON-CONTRACT OPTIONS, CONSTITUTES A SERIOUS VIOLATION OF THE CONTRACT AND SHALL BE THE BASIS FOR TERMINATION OF THE CONTRACT AND DEBARMENT OR SUSPENSION OF THE CONTRACTOR FROM CONTRACTING WITH THE STATE OF NEW JERSEY PURSUANT TO N.J.A.C. 17:12-6 ET SEQ. AND MAY DISQUALIFY THE CONTRACTOR FROM AWARD OF FUTURE STATE CONTRACTS.

13.1.7 SALES LITERATURE AND COLOR CHARTS SHALL BE MADE AVAILABLE TO AGENCIES AND NJ STATE INSPECTORS ON AN "AS REQUESTED" BASIS.

13.2 THE STATE RESERVES THE RIGHT TO COMMUNICATE WITH THE CONTRACTOR AND REQUEST ANY INFORMATION REGARDING CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT, AND REQUIRE ACKNOWLEDGEMENT OF SUCH COMMUNICATION FROM THE CONTRACTOR DURING THE TERM OF THE CONTRACT AND ANY EXTENSION(S) THEREOF. FAILURE TO ACKNOWLEDGE WITHIN TWENTY-FOUR (24) HOURS AND PROVIDE THE REQUIRED INFORMATION CONSTITUTES A CONTRACT VIOLATION.

13.3 CONFIRMATION OF ORDERS:

13.3.1 VERIFICATION OF RECEIPT OF PURCHASE ORDER SHOULD BE FORWARDED TO EACH ORDERING AGENCY FOR EACH ORDER ACCEPTED.

13.3.2 THROUGH 13.3.4 RESERVED.

13.3.5 WRITTEN CONFIRMATION SHALL MEAN THAT THE CONTRACTOR HAS

RECEIVED THE PURCHASE ORDER, HAS REVIEWED IT FOR COMPATIBILITY WITH UNIT CURRENTLY ON CONTRACT, HAS RESOLVED ANY NON-COMPATIBILITY PROBLEMS WITH THE ORDERING AGENCY, HAS ENTERED THE ORDER WITH THE MANUFACTURER AND THAT THE MANUFACTURER HAS ACCEPTED THE ORDER.

13.3.6 A CONTRACTOR SHALL NOT ACCEPT ANY PURCHASE ORDER ON "WILL TRY" BASIS, UNLESS INSTRUCTED OTHERWISE BY THE ORDERING AGENCY IN WRITING. IF AN ORDER IS NOT ACCEPTED FOR PRODUCTION BY THE MANUFACTURER, THE CONTRACTOR SHALL RETURN THE PURCHASE ORDER WITH "CANCELED" MARKED ON THE PURCHASE ORDER WITH AUTHORIZED SIGNATURE NEXT TO IT, UNLESS INSTRUCTED TO ACCEPT ON "WILL TRY" BASIS BY THE ORDERING AGENCY IN WRITING. NO EXCEPTION SHALL BE PERMITTED.

13.4 INSPECTION OF UNITS:

13.4.1 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE FOLLOWING ARRANGEMENTS FOR THE ORDERING AGENCY INSPECTION OF EACH UNIT PRIOR TO THE ACCEPTANCE OF THE UNIT BY THE ORDERING AGENCY. PRIOR TO PRESENTATION FOR INSPECTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRE-INSPECT EACH UNIT.

13.4.2 THE CONTRACTOR SHALL NOTIFY THE ORDERING AGENCY BY FAX, THAT THE VEHICLE IS READY FOR INSPECTION.

13.4.2.1 SUBSEQUENT TO RECEIVING PROPER FAX NOTIFICATION, THE INSPECTOR FROM THE ORDERING AGENCY SHALL ARRIVE AT THE CONTRACTOR'S FACILITY WITHIN FIVE (5) WORKING DAYS. UPON ARRIVAL AT THE FACILITY, THE CONTRACTOR WILL ASSIGN A MECHANIC, A RUNNER AND A DELIVERY BAY TO THE AGENCY INSPECTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY ITEMIZE, ORGANIZE AND SEGREGATE ALL VEHICLES INTENDED FOR ORDERS PERTAINING TO THE STATE OF NEW JERSEY. THE ABOVE AREAS OF RESPONSIBILITY MUST BE ACCOMPLISHED IN ORDER TO FACILITATE AN EXPEDITIOUS AND ORDERLY INSPECTION FLOW. THIS WILL ALSO ALLOW DISCREPANCIES TO BE CORRECTED WHILE THE INSPECTOR IS LOCATED AT THE CONTRACTOR'S FACILITY.

13.4.3 RESERVED.

13.4.4 MAJOR REASONS FOR REJECTION OF UNITS INCLUDE, BUT NOT LIMITED TO:

13.4.4.1 GRINDING NOISE IN WHEELS (WHEEL BEARINGS).

13.4.4.2 IMPROPERLY ALIGNED WHEELS.

13.4.4.3 DAMAGED RIMS.

13.4.4.4 RESERVED.

13.4.4.5 LEAKAGE OF OIL.

13.4.4.6 TRANSMISSION LEAKING FLUID AT TRANSMISSION COOLER LINES OR TRANSMISSION SEALS.

13.4.4.7 LEAKAGE AT REAR END.

13.4.4.8 LEAKING RADIATOR.

13.4.4.9 FUEL LEAKS.

- 13.4.4.10 RESTRICTIONS IN FUEL SYSTEM.
- 13.4.4.11 LEAKAGE IN ANY PART OF THE EXHAUST SYSTEM.
- 13.4.4.12 IMPROPER ANTI-FREEZE LEVEL.
- 13.4.4.13 EXCESSIVELY NOISY BRAKES OR EXCESSIVE BRAKE PEDAL TRAVEL.
- 13.4.4.14 OIL PAN DAMAGE.
- 13.4.4.15 WINDSHIELD WIPERS INOPERATIVE.
- 13.4.4.16 WINDSHIELD WASHER NOT FUNCTIONING PROPERLY.
- 13.4.4.17 WINDSHIELD WASHER FLUID EMPTY/BOTTLE LEAKING.
- 13.4.4.18 TRANSMISSION MALFUNCTIONS.
- 13.4.4.19 - 13.4.4.20 RESERVED.
- 13.4.4.21 GAUGES OR DIALS MISSING/MALFUNCTIONING.
- 13.4.4.22 RESERVED.
- 13.4.4.23 SEAT BELTS NOT OPERATING PROPERLY.
- 13.4.4.24 KEYS NOT WORKING PROPERLY.
- 13.4.4.25 DOOR LOCKS INOPERATIVE.
- 13.4.4.26 OIL DIPSTICK MISSING OR RUST ON DIPSTICK.
- 13.4.4.27 RESERVED.
- 13.4.4.28 LIGHTS - RUNNING, TURN, BACKUP, BRAKE, SIDE INDICATORS, AND INDICATOR LIGHTS NOT WORKING PROPERLY.
- 13.4.4.29 LENSES MISSING ON INTERIOR/EXTERIOR LIGHTS OR WATER IN LENSES.
- 13.4.4.30 ANY MANUFACTURING DEFICIENCIES WHICH PERMIT WATER LEAKAGE INTO PASSENGER COMPARTMENT.
- 13.4.4.31 WINDOWS NOT OPERATING PROPERLY.
- 13.4.4.32 RESERVED.
- 13.4.4.33 VEHICLE NOT CONFIGURED WITH ALL EQUIPMENT AND OPTIONS SPECIFIED IN THE CONTRACT AND ON THE PURCHASE ORDER.
- 13.4.4.34 BODY DENTS, SCRATCHES AND OTHER DEFECTS.
- 13.4.4.35 BODY PAINT DEFECTS.
- 13.4.4.36 WATER LEAK THROUGH ROOF.
- 13.4.4.37 ANY DEFECTS IN EQUIPMENT INSTALLATION.
- 13.4.4.38 ELECTRICAL SYSTEM PROBLEM.

13.4.5 INSPECTED UNITS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS WILL BE REJECTED. ALL REJECTED ITEMS WILL BE CORRECTED AND THE CORRECTED UNIT(S) WILL BE PRESENTED FOR REINSPECTION WITHIN TEN (10) WORKING DAYS. THE ORDERING AGENCY MAY CANCEL THE PURCHASE ORDER IF THE CONTRACTOR FAILS TO CORRECT ANY PROBLEM.

13.4.6 NO ADDITIONAL FREIGHT OR TRANSPORTATION CHARGES ARE PERMITTED UNDER THIS CONTRACT.

13.5 DELIVERY AND FINAL ACCEPTANCE:

13.5.1 ALL DELIVERIES OF UNIT(S) WILL BE MADE AS INSTRUCTED BY THE ORDERING AGENCY, DURING WORKING HOURS.

13.5.2 NO UNIT WILL BE ACCEPTED AT THE FINAL DELIVERY POINT WITHOUT ALL SUPPORTING DOCUMENTATION AND PAPERWORK, COMPLETED AND DELIVERED WITH THE UNIT(S), WHICH INCLUDE THE CERTIFICATE OF ORIGIN, WARRANTY, ODOMETER/ENGINE HOUR STATEMENT (IF APPLICABLE), SPECIFIED

MANUALS, INVOICE AND KEY SETS. NO UNIT(S) WILL BE CONSIDERED ACCEPTED UNTIL IT HAS UNDERGONE FINAL INSPECTION AT THE DELIVERY POINT.

13.5.3 ARRANGEMENTS FOR THE FINAL INSPECTION SHALL BE MADE PRIOR TO DELIVERY, BY THE CONTRACTOR WITH THE ORDERING AGENCY. DELIVERED UNITS WILL BE INSPECTED WITHIN FIVE (5) WORKING DAYS. IF A UNIT HAS BEEN ACCEPTED, THE WARRANTY SHALL COMMENCE ON THE DATE OF FINAL ACCEPTANCE, OR IF A UNIT HAS BEEN REJECTED, THE CONTRACTOR WILL BE NOTIFIED. THE NOTICE WILL INDICATE THE REASON(S) FOR REJECTION. IF REJECTED, THE CONTRACTOR WILL TRY TO RECTIFY THE PROBLEM(S) AT THE ORDERING AGENCY SITE. IF PROBLEM(S) CANNOT BE CORRECTED AT THE AGENCY SITE, THE REJECTED UNIT MUST BE REMOVED BY THE CONTRACTOR AT ITS OWN EXPENSE. THE CONTRACTOR SHALL PRESENT THE CORRECTED UNIT FOR REINSPECTION WITHIN TEN (10) WORKING DAYS. AGAIN, NO ADDITIONAL FREIGHT OR TRANSPORTATION CHARGES ARE PERMITTED.

13.5.4 ALL DELIVERED UNITS MUST BE CLEAN BOTH INSIDE AND OUTSIDE. MANUFACTURER'S STANDARD ITEMS SHALL BE PROVIDED, INSTALLED IF APPLICABLE, BY THE CONTRACTOR PRIOR TO DELIVERY.

13.5.5 THE MANUFACTURER'S CERTIFICATE OF ORIGIN WILL BE MADE OUT TO THE STATE OF NEW JERSEY (OR AS INSTRUCTED BY THE ORDERING AGENCY, IF THE ORDERING AGENCY IS NOT A STATE AGENCY), AND PRESENTED AT THE TIME OF DELIVERY. PURCHASE ORDER NUMBER MUST BE INDICATED ON THE UPPER LEFT HAND CORNER. DO NOT FURNISH THE NEW JERSEY CERTIFICATE OF TITLE (CERTIFICATE OF OWNERSHIP). THE ORDERING AGENCY WILL TITLE THE UNIT UPON RECEIPT OF THE MANUFACTURER'S CERTIFICATE OF ORIGIN.

13.5.6 NO ADVERTISING SHALL APPEAR ON ANY UNIT DELIVERED UNDER THE TERMS OF THE CONTRACT.

13.6 TRAINING: SEE 11.6.

13.7 WARRANTIES:

13.7.1 MANUFACTURER'S STANDARD WARRANTY WILL BE SUPPLIED WITH EACH UNIT AT THE TIME OF DELIVERY AND SHALL BE IN TYPED FORM. WARRANTY COMMENCES WITH THE ACCEPTANCE OF THE UNIT AT THE DELIVERY SITE AND FOLLOWING THE FINAL INSPECTION. SEE 11.7.

13.8 WARRANTY REQUIREMENTS:

13.8.1 USERS OF THIS CONTRACT SHOULD CONTACT THE CONTRACTOR IN CASES WHERE WARRANTY SERVICE/REPAIR IS TO BE PERFORMED AT A PLACE OTHER THAN THE ORIGINAL PLACE OF PURCHASE TO ARRANGE FOR A SERVICING DEALER WITHIN A CLOSER PROXIMITY TO THEIR LOCATION.

13.8.2 THE CONTRACTOR IS RESPONSIBLE FOR ANY WARRANTY SERVICE/REPAIR, WHICH WILL BE AT CONTRACTOR'S OWN EXPENSE. EVENTS BEYOND CONTRACTOR'S CONTROL, SUCH AS LACK OF PARTS DUE TO STRIKES AND UNFORESEEN ACTS OF GOD SHALL CONSTITUTE VALID REASONS FOR DELAY IN MAKING NECESSARY

REPAIRS. HOWEVER, THE STATE SHALL MAKE SUCH DETERMINATION.

13.8.3 THE CONTRACTOR IS TO PROVIDE THE APPROPRIATE FORMS, FOR COMPLETION OF THE DELAYED ENTRY WARRANTY BY THE ORDERING AGENCY.

13.9 PAYMENT:

13.9.1 INVOICES WILL BE PROCESSED FOR PAYMENT ONLY AFTER FINAL ACCEPTANCE OF THE UNIT(S) BY THE ORDERING AGENCY. PARTIAL PAYMENTS MAY BE MADE FOR UNIT(S) ACCEPTED, IF BILLED SEPARATELY. TIMELY PAYMENT DISCOUNTS WILL BE TAKEN IF OFFERED BY THE CONTRACTOR. THE STATE RESERVES THE RIGHT TO MAKE PAYMENTS DIRECTLY OR THROUGH A THIRD PARTY.

13.9.2 THE STATE RESERVES THE RIGHT TO ORDER UNITS THROUGH A LINE OF CREDIT. FOR THESE ORDERS, THE CONTRACTOR WILL RECEIVE A LETTER FROM THE DIRECTOR IN LIEU OF A PURCHASE ORDER. LINE OF CREDIT LETTERS MUST BE ACCEPTED BY THE CONTRACTOR ON THE SAME BASIS AS REGULAR PURCHASE ORDERS. ALL TERMS AND CONDITIONS THAT APPLY TO PURCHASE ORDERS WILL APPLY TO LINE OF CREDIT LETTERS. PAYMENT FOR BOTH PURCHASE ORDERS AND LINE OF CREDIT LETTERS WILL BE PROCESSED IN ACCORDANCE WITH 4.5 AND 4.6 OF THIS RFP'S STANDARD TERMS AND CONDITIONS.

13.10 CONTRACT PERIOD/EXTENSION/TERMINATION OF CONTRACT:

13.10.1 THE TERM OF THE CONTRACT WILL BE FOR THE PERIOD SHOWN ON THE FRONT PAGE OF THIS RFP. THE CONTRACT EFFECTIVE AND EXPIRATION DATES MAY BE REVISED.

13.10.2 THE STATE RESERVES THE RIGHT TO TERMINATE ANY CONTRACT IN ACCORDANCE WITH SECTION 3.5 OF THIS RFP'S STANDARD TERMS AND CONDITIONS.

13.10.3 IN ACCORDANCE WITH 3.2 OF THIS RFP'S STANDARD TERMS AND CONDITIONS, WITH MUTUAL AGREEMENT OF THE CONTRACTOR AND THE STATE, THE CONTRACT MAY BE EXTENDED AT THE SAME TERMS, CONDITIONS AND PRICING FOR A MAXIMUM PERIOD OF ONE YEAR FOR A GIVEN EXTENSION, IF DEEMED IN THE BEST INTEREST OF THE STATE. NO CONTRACT SHALL BE EXTENDED WITHOUT THE CONTRACTOR'S WRITTEN PROPOSAL TO DO SO. A CONTRACTOR IS ADVISED TO PROVIDE ALL NECESSARY DOCUMENTS WITH ITS PROPOSAL TO EXTEND THE CONTRACT. PRIOR TO ANY CONTRACT EXTENSION, A COMPLETE AND IN-DEPTH EVALUATION OF THE CONTRACTOR'S PROPOSAL FOR CONTRACT EXTENSION SHALL BE CARRIED OUT. THE STATE RESERVES THE RIGHT TO REQUEST ANY INFORMATION ON PRICE CONCESSIONS, PRICE REDUCTIONS, REBATES, MONETARY BENEFITS OR PROMOTIONAL PROGRAMS OFFERED BY THE MANUFACTURER TO SECURE ANY CONTRACT EXTENSION, AND VERIFY THE INFORMATION PROVIDED BY THE CONTRACTOR WITH THE MANUFACTURER OR ANY THIRD PARTY.

13.11 RESERVED.

13.12 SPECIAL MANDATORY REQUIREMENT - CONTRACT ACTIVITY REPORT:

13.12.1 IN CONJUNCTION WITH THE STANDARD RECORD KEEPING REQUIREMENTS OF THIS CONTRACT, AS REQUIRED IN 3.19 OF THIS RFP'S STANDARD TERMS AND CONDITIONS, THE CONTRACTOR MUST PROVIDE, ON A CALENDAR QUARTER BASIS, TO THE ASSIGNED BUYER, A RECORD OF ALL PURCHASES MADE BY THE NON-STATE AGENCIES UNDER ITS CONTRACT. THIS INCLUDES PURCHASES MADE BY ALL QUASI AGENCIES AND POLITICAL SUB-DIVISIONS AS DEFINED IN 7.1.5.3 AND 7.1.5.2, RESPECTIVELY.

I M P O R T A N T: THE CONTRACTOR SHALL NOT INCLUDE ANY SALES TO THE STATE AGENCIES.

13.12.2 THIS INFORMATION MUST BE PROVIDED USING THE ACCOMPANIED "FORM C" SO THAT ANALYSIS CAN BE MADE TO DETERMINE THE FOLLOWING:

13.12.2.1 THE CONTRACTOR'S TOTAL SALES VOLUME UNDER ITS CONTRACT, SUBTOTALLED BY UNIT (CONTRACT LINE NUMBER).

13.12.3 SUBMISSION OF PURCHASE ORDERS, CONFIRMATIONS, AND/OR INVOICES DO NOT FULFILL THIS CONTRACT REQUIREMENT FOR INFORMATION.

13.12.4 CONTRACTORS ARE ENCOURAGED TO SUBMIT THE REQUIRED INFORMATION IN ELECTRONIC SPREADSHEET FORMAT. THE PURCHASE BUREAU USES MICROSOFT EXCEL.

13.12.5 FAILURE TO REPORT THIS MANDATED INFORMATION IS A VIOLATION OF THE CONTRACT AND WILL BE A FACTOR IN FUTURE AWARD DECISIONS.

13.13 ANY COMPLAINT FILED BY THE AGENCY, THROUGH THE PURCHASE BUREAU'S "FORMAL COMPLAINT REPORT" (FORM PB-36), WILL BE THOROUGHLY INVESTIGATED. ULTIMATE RESOLUTION BY THE DIRECTOR WILL BE FINAL AND, IF AGAINST THE CONTRACTOR, WILL BECOME PART OF THE CONTRACTOR'S VENDOR PERFORMANCE FILE, WHICH MAY BE CONSIDERED IN DECISIONS RELATING TO CONTRACT TERMINATION OR IN THE EVALUATION OF FUTURE BID PROPOSALS SUBMITTED.

14.0 BID EVALUATION AND CONTRACT AWARD

14.1 EVALUATION CRITERIA:

THE FOLLOWING CRITERIA, NOT IN ANY PARTICULAR ORDER, WILL BE USED TO EVALUATE EACH BID.

14.1.1 COMPLIANCE WITH THIS RFP'S TECHNICAL SPECIFICATIONS.

14.1.2 COMPLIANCE WITH THIS RFP'S TERMS AND CONDITIONS.

14.1.3 TOTAL PRICE BID (A SUM OF TOTAL PRICES ON PRICE LINES 1

THROUGH 3).

14.1.4 PAST PERFORMANCE UNDER STATE OF NEW JERSEY CONTRACTS.

14.1.5 DELIVERY SCHEDULE BID.

14.1.6 I M P O R T A N T N O T E: THE STATE RESERVES THE RIGHT TO REQUEST ANY INFORMATION NECESSARY TO CARRY OUT THE BID EVALUATION, CONFIRM THAT THE BID PROPOSAL SUBMITTED IS COMPLETE AND ACCURATE AND/OR CLARIFY ANY AMBIGUITY IN THE BID PROPOSAL. BIDDERS SHALL PROVIDE THE REQUIRED INFORMATION WITHIN 24 HOURS OF NOTIFICATION OF SUCH REQUEST. FAILURE TO DO SO MAY NECESSITATE REJECTION OF THE BID PROPOSAL AS NON-RESPONSIVE.

14.2 CONTRACT AWARD:

14.2.1 A SINGLE AWARD SHALL BE MADE WITH REASONABLE PROMPTNESS BY WRITTEN NOTICE TO THAT RESPONSIBLE BIDDER WHOSE BID, CONFORMING TO THE RFP, WILL BE THE MOST ADVANTAGEOUS TO THE STATE, PRICE AND OTHER FACTORS CONSIDERED.

14.2.2 THE STATE RESERVES THE RIGHT TO CANCEL THIS RFP IF IT IS IN THE BEST INTEREST OF THE STATE TO DO SO.

15.0 THROUGH 18.0 RESERVED.

***** END OF BID SPECIFICATIONS *****
